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FORM PTO-1594

(Rev. 6-93) -22 -OMB No. 0651-0011 (exp. 4/94)



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.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

• =	0013172
To the Commissioner of Patents and Trademarks: Please	e record the attached original documents or copy thereof.
1. Name of conveying parties: MLD 1-22-99	2. Name and address of receiving party:
Key Bank National Association and The State Street Bank and Trust Company	Name: The Burton Corporation Internal Address: 80 Industrial Parkway Street Address: 80 Industrial Parkway
[] individual(s) [x] Association re: [] General Partnership Keybank [] Corporation-State [] Limited Partnership	Burlington, VT 05401 [] Individual(s) citizenship
[x] Other: Bank and Trust Company for State Street Bank and Trust Company	[] Association
Additional name(s) of conveying party(ies) attached? [] Yes [x] No	[] Limited Partnership [x] Corporation-State of Vermont [] Other
3. Nature of conveyance:	
[] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other: Correction of recordation at Reel 1644, Frame 0875.	If assignee is not domiciled in the United States, a domestic representative designation is attached: [] yes [] no (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No
Execution Date: September 25, 1997	
4. Application number(s) or registration number(s):	1
A. Trademark Application No.(s)	B. Trademark Registration No.
TM	2,039,964
Additional numbers at	tached? [] Yes [x] No
5. Name and address of party to whom correspondence Concerning document should be mailed:	6. Total number of applications and registrations involved: [1]
Name: Douglas R. Wolf	7. Total fee (37 CFR 3.41)\$ 40.00
Address: WOLF, GREENFIELD & SACKS, P.C. Federal Reserve Plaza 600 Atlantic Avenue	[x] Enclosed
Boston, MA 02210	[] Authorized to be charged to deposit account
/1999 TTON11 00000144 2039964	The Commissioner is authorized to charge any deficiency or credit any overpayment to:
40.00 OP	8. Deposit Account No: 23/2825
DO NOT USE THIS SPACE	
9. Statement and signature To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.	
Lesley A. Hamlin, Registration No. 41,054 Name of Person Signing	January 21, 1999 Signature Date
i otal number of bages including cover s	heet, attachments, and document: [9]

Mail documents to be recorded with required cover sheet information to: Box ASSIGNMENT, Commissioner of Patents and Trademarks, Washington, D.C. 20231

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Attorney's Docket No. B0932/4065 DRW

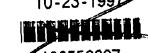
FORM PTO-1594

(Rev. 8-93) OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET

TRADEMARKSABLEVED

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To the COMMISSIONER OF PATENTS AND TRADEMARKS: F	original documents or copy thereof.
1. Name of conveying party(ies): KeyBank National Association and State Street Bank and Trust Company [individual(s)	2. Name and address of receiving partylies) 2. Name: The Burton Corporation Internal Address: Street Address: 80 industrial Parkway Burlington, Vermont 05401 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State of Vermont [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] yes [] no (Designations must be a separate document from essignment) Additional name(s) & address(es) attached? [] Yes [X] No
4. Application number(s) or registration number(s): A. Trademark Application Nos.: 74/325087;74/681738;74/513601;75/025663; B. Trade Registration Nos.: 1650109;1715746;1 Additional numbers at	
5. Name and address of party to whom correspondence Concerning document should be mailed: Name: Douglas R. Wolf, Esq. Address: WOI.F, GREENFIELD & SACKS, P.C. Federal Reserve Plaza 600 Atlantic Avenue Boston, MA 02210	6. Total number of applications and registrations involved:
DO NOT US	E THIS SPACE
9. Statement and signature To the best of my knowledge and belief, the foregoing inforcopy of the original document. Douglas R. Wolf. Reg.No. 36,971 Name of Person Signature Signature Signature	October 7, 1997
Total number of pages including cover	

Mail documents to be recorded with required cover sheet information to:

8ox Assignment, COMMISSIONER OF PATENTS AND TRADEMARKS, WASHINGTON,D.C.2

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REEL: 1644 FRAME: 0

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RELEASE AND DISCHARGE OF COLLATERAL ASSIGNMENT OF, AND SECURITY INTEREST IN, PATENTS AND TRADEMARKS AND REASSIGNMENT OF ANY RIGHTS THERETO

This Release and Discharge of Collateral Assignment of, and Security Interest in, Patents and Trademarks and Reassignment of Any Rights Thereto, is entered into as of September 10, 1997, among The Burton Corporation having a place of business at 80 Industrial Parkway, Burlington, Vermont ("Burton"), KeyBank National Association by name change first from Bank of Vermont and then from Key Bank of Vermont and having a place of business at 149

Bank Street, Burlington, Vermont ("KeyBank"), and State Street Bank & Trust Company having a place of business at 225 Franklin Street, Boston, Massachusetts 02110 ("State Street").

WHEREAS, in a Collateral Assignment of Patents and Trademarks dated June 20, 1994 and recorded with the United States Patent and Trademark Office on June 24, 1994 ("Collateral Assignment"), KeyBank obtained a security interest in and collateral assignment of certain patents and trademarks of Burton including those set forth in Schedule A attached hereto;

WHEREAS, in a Ratification of Collateral Assignment dated May 14, 1996 and recorded with the United States Patent and Trademark Office on May 30, 1996 ("Security Interest"), KeyBank of Vermont obtained a security interest in certain patents and trademarks of Burton including those set forth in Schedule B attached hereto (the patents and trademarks recited in Schedules A and B hereafter referred to as "Patents and Trademarks");

WHEREAS, State Street had obtained a security interest in certain patents and trademarks of Burton including the Patents and Trademarks;

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WHEREAS, in a Assignment and Assumption Agreement dated June 2, 1995, State

Street assigned, transferred and set over to KeyBank several loan assets including its security
interest in the Patents and Trademarks; and

WHEREAS, there may have been amendments, supplements and/or modifications of the foregoing agreements, and there may be additional agreements between one or more of KeyBank, State Street, and Burton, involving rights or interests in Burton's patents and trademarks (all of the foregoing agreements hereafter, collectively and individually, referred to as "Loan Agreements");

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, KeyBank hereby releases and discharges its collateral assignment of, and security interest in, all of the patents and trademarks implicated by the Loan Agreements including, without limitation, those Patents and Trademarks set forth in Schedules A and B and reassigns to Burton any rights, title or interest KeyBank may have in any of such intellectual property rights of Burton including the Patents and Trademarks and in any good will of the business associated therewith, including the right to sue for claims of past infringement of any of such Patents and Trademarks and other Burton intellectual property rights and to recover damages therefore.

KeyBank agrees, at Burton's expense, to perform all other actions and to sign all such other documents as are reasonably necessary to establish and vest the release, discharge and reassignment of the Patents and Trademarks and other Burton intellectual property rights contemplated herein and to allow the enjoyment of same.

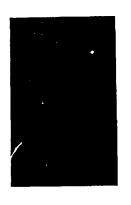
NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, State Street hereby releases and discharges its collateral assignment of, and

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TRADEMARK REEL: 1796 FRAME: 0327



security interest in, all of the patents and trademarks implicated by the Loan Agreements including, without limitation, those Patents and Trademarks set forth in Schedules A and B and reassigns to Burton any rights, title or interest State Street may have in any of such intellectual property rights of Burton including the Patents and Trademarks and in any good will of the business associated therewith, including the right to sue for claims of past infringement of any of such Patents and Trademarks and other Burton intellectual property rights and to recover damages therefore. State Street agrees to perform all other actions and to sign all such other documents as are reasonably believed necessary by Burton to establish and vest the release, discharge and reassignment of the Patents and Trademarks and other Burton intellectual property rights contemplated herein and to allow the enjoyment of same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by a duly authorized officer as of the date first written above.

STATE STREET BANK AND TRUST COMPANY

By Richard P. Coville, Jr., Vice President

Subscribed and sworn to before me this 25th day of September, 1997

Warne Bruce Leslanc Notary Public

My Commission Expires on June 19, 2003

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THE BURTON CORPORATION

Justin P. Wheating, Vice President and Chief Financial Office

Subscribed and swom to before me tals 10 th day of Systandy, 1997

Notary Public

My Commission Bapires on 2-10-99

SEAL

KEYBANK NATIONAL ASSOCIATION

Donald Baker, Jr., Vice President

Subscribed and sworn to before me this _____day of ______, 1997

Notary Public

My Commission Expires on

SEAL

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TRADEMARK REEL: 1796 FRAME: 0329



THE BURTON CORPORATION

By Justin P. Wheating, Vice President and Chief Financial Office
Subscribed and sworn to before me thisday of, 1997
Notary Public
My Commission Expires on
KEYBANK NATIONAL ASSOCIATION
By And t-File V.S. Donald Baker, Jr., Vice President
Subscribed and swom to before me this day of September, 1997 Notary Public
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